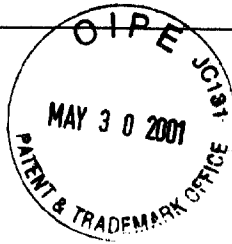


5-3021



06-05-2001



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

101739490

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached (as to different mark)

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
 - Corporation
 - Other
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,905,789"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mary Helen Sears

Mary Helen Sears *May 30, 2001*

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
11-08-2000

Name De Vito, James

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization U.S.

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name EAST COAST OLIVE OIL CORPORATION

DBA/AKA/TA

Composed of

Address (line 1) 75 Wurz Avenue

Address (line 2)

Address (line 3) Utica City New York State/Country 13502 Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship State of Incorporation/Organization New York

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,962,751		

AGREEMENT FOR SALE OF ASSETS

AGREEMENT, made and entered into as of August 1, 2000 by and between I. D. OIL PRODUCTS CORP., a New York corporation with principal offices at 30-15 Vernon Boulevard, Astoria, New York 11102-4026 (hereinafter "I. D. OIL"), CASTELLO OIL PACKERS CORP., a New York corporation with principal offices at 30-15 Vernon Boulevard, Astoria, New York 11102-4026 (hereinafter "CASTELLO"), JAMES DEVITO, 309 Royal Avenue, Flanders, New York 11901 (hereinafter "DEVITO") (hereinafter I. D. Oil, CASTELLO and DEVITO collectively shall be referred to as "SELLERS"),

EAST COAST OLIVE OIL CORPORATION, a New York corporation with principal offices at 75 Wurz Avenue, Utica, New York 13502 (hereinafter "PURCHASER"). The SELLERS and PURCHASER are hereinafter sometimes referred to individually as a "PARTY" or collectively as "PARTIES".

WHEREAS, I. D. OIL is in the business of the packaging and sale of edible oils at 30-15 Vernon Boulevard, Astoria, New York;

WHEREAS, CASTELLO is in the business of the packaging and sale of edible oils at 30-15 Vernon Boulevard, Astoria, New York;

WHEREAS, DEVITO is an officer, director and shareholder of both I.D. OIL and CASTELLO and personally owns two (2) of the trademarks to be transferred pursuant to the terms of this Agreement;

WHEREAS, the PURCHASER is engaged in the packaging and sale of edible oils at 75 Wurz Avenue, Utica, New York;

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth below, it is agreed as follows:

1. Sale of Assets. The SELLERS agree to sell and the PURCHASER hereby agrees to purchase, at the closing date established, the following, for the consideration hereinafter provided:

1.1 All of the factory and office equipment on the premises, more specifically detailed in SCHEDULE A attached and made a part hereof; all trademarks currently owned by the SELLERS (all such trademarks are set forth on SCHEDULE B attached hereto); all of the current customer lists, exclusive of accounting records required to be maintained by the SELLERS (which records SELLERS shall supply copies to PURCHASER); and the names I. D. Oil Products Corp. and Castello Oil Packers Corp. Specifically excluded are those items, if any, of a purely personal nature, to SELLERS; and cash on hand of the SELLERS at closing.

TRADEMARK

REEL: 2307 FRAME: 0942

8. Representations and Warranties of CASTELLO OIL PACKERS CORP.
CASTELLO warrants and represents the following, all of which shall be true at the time of and survive the closing:

8.1 That CASTELLO OIL PACKERS CORP. is duly incorporated in the State of New York, is currently in good standing and has taken all necessary actions to complete the transactions contemplated hereunder and has acquired all necessary corporate and shareholder approvals to complete the transactions contemplated hereunder.

8.2 That CASTELLO is the sole owner of the business, accounts and assets being sold by CASTELLO hereunder, has full right and power to sell such business, accounts and assets, and the same are free of all liens and encumbrances.

8.3 That the records of CASTELLO given to PURCHASER at the closing will accurately reflect all information necessary to continue the operation of the business in its present manner.

8.4 The execution, delivery and performance of this AGREEMENT by CASTELLO and the consummation of the transactions contemplated hereby will not violate, with or without the giving or notice or the lapse of time, or both, any provision of law applicable to CASTELLO and will not conflict with, nor result in the breach or termination of any provision of, nor constitute a default under, nor result in the creation of any lien, charge or encumbrance upon, any of the assets of CASTELLO by reason of any provision of any indenture, mortgage, deed of trust or other instrument or agreement, or any order, judgment or decree to which CASTELLO is a PARTY or by which it or any of its assets are bound. Neither CASTELLO nor any of the assets to be transferred to PURCHASER pursuant to this AGREEMENT, are subject to any mortgage, deed of trust, lease, agreement, instrument, order, judgment, decree, law, statute, ordinance or regulation, or any other restriction of any kind or character which would prevent CASTELLO from entering into this AGREEMENT or from consummating the transactions contemplated hereby.


8.5 CASTELLO has good and marketable title to the assets it is selling pursuant to this AGREEMENT, free and clear of all claims, liens, charges and encumbrances of any kind. All such assets are being transferred free of all liens, encumbrances and security interests.

9. Representations and Warranties of DEVITO. JAMES DEVITO warrants and represents the following, all of which shall be true at the time of and survive the closing:


9.1 That DEVITO is the sole owner of the business, accounts and assets being sold by DEVITO hereunder, has full right and power to sell such business, accounts and assets, and the same are free of all liens and encumbrances.


9.2 That the records DEVITO has given to PURCHASER at the closing will accurately reflect all information necessary to continue the operation of the businesses in their present manner.

9.4 DEVITO has good and marketable title to the assets he is selling pursuant to this AGREEMENT, free and clear of all claims, liens, charges and encumbrances of any kind. All such assets are being transferred free of all liens, encumbrances and security interests. DEVITO has not received notice, nor does he have knowledge of any violation (which has not heretofore been remedied) of any applicable law, ordinance, regulation, order or requirement relating to his operation or the assets.


James DeVito, President
I.D. Oil Products Corp.


Stephen Mandia, President
East Coast Olive Oil Corporation


James DeVito, President
Castello Oil Packers Corp.


James DeVito, Personally
as to Restrictive Covenant and
as to Guaranty

~~James DeVito, Jr., Personally
as to Restrictive Covenant~~

SCHEDULE B

List of Trademarks

I. D. OIL PRODUCTS CORP.

CASTELLO OIL PACKERS CORP.

Trademark	Bellezza
Trademark	Castello
Trademark	Zippi
Trademark	Sanzari

JAMES DEVITO

Trademark	Paradise
Trademark	Puglia